



Docket No.: 298564US6

COMMISSIONER FOR PATENTS
ALEXANDRIA, VIRGINIA 22313



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RE: Application Serial No.: 09/613,552
Applicants: F. William GREGORY
Filing Date: July 10, 2000
For: SYSTEM AND METHOD FOR DELIVERING
COMMERCIAL LINES INSURANCE POLICIES
Group Art Unit: 3626
Examiner: Porter, R.L.

SIR:

Attached hereto for filing are the following papers:

**SINGLE ASSIGNEE CASE SPECIFIC POWER OF ATTORNEY
COPY OF ASSIGNMENT, COPY OF ASSIGNMENT AND BILL OF SALE
COPY OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
COPY OF ASSIGNMENT ADDENDUM**

Our check in the amount of - 0 - is attached covering any required fees. In the event any variance exists between the amount enclosed and the Patent Office charges for filing the above-noted documents, including any fees required under 37 C.F.R. 1.136 for any necessary Extension of Time to make the filing of the attached documents timely, please charge or credit the difference to our Deposit Account No. 15-0030. Further, if these papers are not considered timely filed, then a petition is hereby made under 37 C.F.R. 1.136 for the necessary extension of time. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.

Gregory J. Maier

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Attorney of Record

Raymond F. Cardillo, Jr.

Registration No. 40,440

Customer Number

22850

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**SINGLE ASSIGNEE
CASE SPECIFIC POWER OF ATTORNEY**

**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM
and
STATEMENT UNDER 37 CFR 3.73(b)**

Application Number	09/613,552
Filing Date	July 10, 2000
First Named Inventor	F. William GREGORY
Title: SYSTEM AND METHOD FOR DELIVERING COMMERCIAL LINES INSURANCE POLICIES	
Attorney Docket Number: 298564US6	

I hereby appoint:

☒ Practitioners associated with the Customer Number

22850

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

I am the:

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Derry Street Properties, Inc.
(Name of Assignee)

, a corporation

(Type of Assignee, e.g., corporation, partnership,
government agency, etc.)

☒ States that it is the assignee of the entire right, title, and interest. A copy of the assignment is attached.

SIGNATURE OF ASSIGNEE OF RECORD

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

for Derry Street Properties, Inc. by Michael J. Petrelia, President 11/2/06
Signature Date
for Derry Street Properties, Inc. by Michael J. Petrelia, President
Printed or Typed Name 610-524-4700
Telephone Number
President
Title

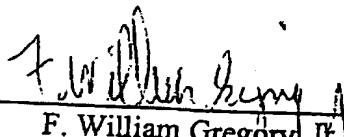
THIS FORM CAN ONLY BE SIGNED WHERE THERE IS ONLY A SINGLE ASSIGNEE

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, F. William Gregory, Jr. the undersigned, I hereby sell, assign and transfer to Franklin Assurance Software & Technology, Inc., a corporation of the Commonwealth of Pennsylvania, having a place of business at 314 S. Progress Avenue, Harrisburg, Pennsylvania 17109, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled: SYSTEM AND METHOD FOR DELIVERING COMMERCIAL LINES INSURANCE POLICIES, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


F. William Gregory, Jr.

7-1-2000
Date

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Bill of Sale") is entered into as of October 14, 2003, by SEVERAN CORPORATION, formerly FRANKLIN ASSURANCE SOFTWARE AND TECHNOLOGY, a Pennsylvania corporation ("Severan"), in favor of FHA HOLDING COMPANY, a Pennsylvania corporation ("FHA").

WHEREAS, Severan executed a Line of Credit Note and Agreement dated May 23, 2002, with Fulton Bank ("Fulton") wherein Fulton extended Severan a line of credit up to the principal sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Note");

WHEREAS, the Note was secured by two security agreements dated May 23, 2002, one for Severan's accounts, inventory and general intangibles, and the other for Severan's equipment (collectively, the "Security Agreement");

WHEREAS, FHA entered into a Guaranty dated May 23, 2002, with Fulton, whereby FHA guaranteed and became surety to Fulton for the full and prompt payment of all liabilities of Severan under the Note;

WHEREAS, Severan drew upon the line of credit in the total amount of Four Hundred Twenty-Six Thousand Five Hundred Thirty-One and 77/100 Dollars (\$426,531.71) (the "Default Amount") and upon failing to repay the Default Amount, Fulton demanded payment of the Default Amount from FHA;

WHEREAS, pursuant to said demand, FHA paid Fulton the Default Amount;

WHEREAS, in consideration of FHA's paying the Default Amount to Fulton, Fulton endorsed the Note to FHA and assigned the Security Agreement to FHA;

WHEREAS, the Note contains a confession of judgment clause;

WHEREAS, FHA has caused judgment to be confessed against Severan in the Court of Common Pleas of Chester County (the "County") in the Default Amount plus fees and costs in the amount of Four Hundred Ninety Thousand Five Hundred Eleven and 54/100 Dollars (\$490,511.54) (the "Judgment");

WHEREAS, the Sheriff of the County is prepared to execute on the Judgment;

WHEREAS, Severan, seeking to avoid additional fees and costs, has agreed to transfer ownership of certain assets to FHA.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged by Severan, Severan, intending to be legally bound, does hereby sell, assign and transfer to FHA, its entire right, title and interest to its insurance carrier automation software, including its Focal Point 1.1 and its Focal Point 2 data processing systems, including the software and source codes, together with all related code, manuals, ownership and property rights, including patents throughout the world (including all reissues thereof), patent applications, trademarks, service marks and copyrights (collectively, the "System").

It is agreed that Severan shall be legally bound, upon request of FHA, to supply all information and evidence relating to the development of the System and to execute all instruments proper to carry out the intent of this Bill of Sale. Severan hereby appoints FHA as its agent to act in Severan's name and on Severan's behalf to take any action necessary to effect the transfer of the System to FHA, as applicable, or prosecute or otherwise enforce any claims, rights or benefits included in the System in Severan's name, including bringing suit in Severan's name.

Severan warrants and represents that it has good title to the System; full authority to assign and transfer same; and that the System is being assigned and transferred free and clear of all liens and encumbrances; provided, however, that Severan makes no warranty of merchantability or fitness for a particular purpose, express or implied, said System being sold in its present condition "as is" and "where is."

IN WITNESS WHEREOF, Severan, by authority of its Board of Directors, has authorized this Bill of Sale to be executed by the undersigned officer and its corporate seal to be affixed hereto attested by its Secretary.

SEVERAN CORPORATION

[SEAL]

By: *Joseph P. Proko*
Name: Joseph P. Proko
Title: Secretary-Treasurer

ATTEST:

By: _____
Name: _____
Title: Secretary

Sworn to and subscribed before me
this 14th day of October 20 03.

Theresa A. Kirkpatrick

NOTARIAL SEAL
Theresa A. Kirkpatrick, Notary Public
West Whiteland Twp., Chester County
My Commission Expires April 19, 2004

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is effective as of October 3, 2005 between FHA Holding Company, a Pennsylvania corporation ("FHA"), and Derry Street Properties, Inc., a Pennsylvania corporation ("Derry Street").

WHEREAS, FHA owns certain insurance processing software known as FocalPoint, with two versions, known as FocalPoint V1 and FocalPoint V2 ("Software") along with source codes, enhancements and license agreements; and

WHEREAS, to the extent that the Software be further refined, implemented, brought-to-market and serviced, FHA desires to assign the Software to Derry Street.

WHEREAS, for good and valuable consideration as set forth herein and subject to the terms and conditions of this Agreement, FHA desires to irrevocably assign and transfer to Derry Street, and Derry Street desires to accept from FHA, all rights, title and ownership in the Software; and

NOW, THEREFORE, for good and valuable considerations as set forth herein and the mutual promises set forth herein, receipt and sufficiency of which are admitted, the Parties, intending to be legally bound, agree as follows:

1. Assignment

FHA hereby unconditionally sells, assigns and transfers to Derry Street exclusively all of its right, title and ownership interest (choate or inchoate) in and to (i) the insurance processing software and source codes known as FocalPoint, including but not limited to the two versions, known as FocalPoint V1 and FocalPoint V2, (ii) all precursors, portions and work in progress with respect thereto and all inventions, source codes thereto, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof, (iii) all copyrights, patent applications, patent rights, trade secret rights, trademark rights, mask works rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing, (iv) enhancements, upgrades, additional processing features whether developed by developer, owner or licensees, (v) licensing agreements and rights there under of FocalPoint V1 to Eastern Atlantic Insurance Company and Residential Warranty Corporation of PA., and (vi) all rights of enforcement on behalf of itself and others of the above assigned rights, including but not limited to all rights arising from and under the software licenses of FocalPoint V1 to Eastern Atlantic Insurance Company and Residential Warranty Corporation of PA. (all of the foregoing be collectively identified as "Intellectual Property" herein).

No provision of this Agreement shall limit in any way Derry Street's rights to transfer and assign the Intellectual Property herein to any third party.

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2. Consideration

Derry Street agrees to issue to FHA five hundred thousand (500,000) shares of common stock of Derry Street as of the date of this Agreement. Such shares shall be the only consideration required of Derry Street with respect to the Intellectual Property of this Agreement.

3. Further Assurances; Competition; Marketing

FHA agrees to assist Derry Street in every legal way to evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. FHA hereby irrevocably designates and appoints Derry Street and its duly authorized officers and agents, as its agent with full power of substitution to act for and on its behalf and instead of FHA, to take what ever action is necessary, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the this Agreement with the same legal force and effect as if performed by FHA.

4. Confidential Information

FHA will not use or disclose anything assigned to Derry Street hereunder or any other technical or business information or plans of Derry Street, except to the extent FHA (i) can document that it is generally available (through no fault of FHA) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to written authorization by Derry Street.

5. Warranty

FHA represents and warrants to Derry Street that FHA: (i) is the owner of all rights, title and interest in the Intellectual Property as of the date of transfer, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Intellectual Property or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, and, (iv) is not aware that the Intellectual Property violates, infringes or misappropriates any third party's rights (or any claim thereof).

Derry Street has been made aware of civil litigation number 2003-cv-2037, Dauphin County PA Court of Common Pleas captioned *Residential Warranty Corp of PA, et al v. Severan Corp, et al.*

6. Limitation of Liability

Except as set forth herein, the Intellectual Property is assigned "where is, as is" and without any warranties, express or implied, direct or indirect.

7. Miscellaneous

Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class,

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registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice).

No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Pennsylvania and the United States without regard to conflicts of laws provisions thereof.

The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential

Any waivers or amendments shall be effective only if made in writing and signed by each representative of the respective parties authorized to bind the parties.

Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

FHA Holding Company

By: 

Name: G. Alan Bailey

Title: Secretary

Address: 120 E. Uwchlan Avenue, Exton, PA 19341

Derry Street Properties, Inc.

By: 

Name: Michael J. Petrella, Jr.

Title: President

Address: 255 Gordon Drive, Exton, PA 19341

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ASSIGNMENT ADDENDUM

This Assignment Addendum ("Addendum") made as of this 23rd day of May, 2006 effective as of October 3, 2005 between Severan Corporation, a Pennsylvania corporation ("Severan"), and Derry Street Properties, Inc., a Pennsylvania corporation ("Derry Street").

WHEREAS, by agreement dated October 16, 2000, and subsequent amendment, Residential Warranty Corporation of Pennsylvania et al entered into a software license agreement with Severan for the installation of Severan's insurance carrier software (the "Licensing Agreement").

WHEREAS, FHA Holding Company ("FHA"), through an Assignment and Bill of Sale with Severan, dated October 14, 2003, obtained ownership of all rights, title and ownership interest in insurance processing software known as FocalPoint, with two versions, known as FocalPoint V1 (a.k.a FocalPoint 1.1) and FocalPoint V2 (a.k.a FocalPoint 2) (collectively the "Software") along with source codes, enhancements and rights under any contracts or license agreements regarding that software as more fully set forth therein.

WHEREAS, Derry Street, through an Intellectual Property Assignment Agreement with FHA, dated October 3, 2005, obtained ownership of all rights, title and ownership interest in the Software along with source codes, enhancements and rights under any contracts or license agreements regarding that software. The terms and provisions of the Intellectual Property Assignment Agreement are incorporated herein by reference.

WHEREAS, the Intellectual Property Assignment Agreement between FHA and Derry Street provided that all of FHA's right, title and interest in and to the Licensing Agreement was included therein.

WHEREAS, a question has arisen as to whether Derry Street has acquired all contract rights, including, but not limited to, all rights of enforcement thereunder with respect to the Licensing Agreement.

WHEREAS, it was the intention of Severan to assign and transfer to FHA, and the intention of FHA to assign and transfer to Derry Street any and all of the respective rights title and interest in and to the Licensing agreement.

NOW, THEREFORE, for good and valuable considerations and the mutual promises set forth herein, receipt and sufficiency of which are admitted, the Parties, intending to be legally bound, agree as follows:

1 Assignment

Severan hereby unconditionally sells, assigns and transfers to Derry Street any and all of its right, title and ownership interest in and to (i) licensing agreements and rights there under of FocalPoint V1 to Eastern Atlantic Insurance Company and Residential Warranty Corporation of PA., and (ii) all rights of enforcement on behalf of itself and others of the rights arising from and under the Licensing Agreement; provided however that no provision of this Addendum shall limit in any way Derry Street's rights to transfer and assign the assigned rights herein to any third party. Provided further that, in accepting this assignment and transfer, Derry Street is not assuming or undertaking any of the obligations, duties or responsibilities of Severan under said ageements.

2. Further Assurances; Competition; Marketing

Severan agrees to assist Derry Street in every way to evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned

rights. Severan hereby irrevocably designates and appoints Derry Street and its duly authorized officers and agents, as its agent with full power of substitution to act for and on its behalf and to take what ever action is necessary, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Addendum with the same legal force and effect as if performed by Severan.

Derry Street has been made aware of civil litigation number 2003-cv-2037, Dauphin County PA Court of Common Pleas captioned *Residential Warranty Corp of PA, et al v Severan Corp, et al*.

3. Miscellaneous

If any provision of this Addendum shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Addendum shall otherwise remain in full force and effect and enforceable.

This Addendum shall be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Pennsylvania and the United States without regard to conflicts of laws provisions thereof.

The prevailing party in any action to enforce this Addendum shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Addendum are confidential and may not be released without the express written consent of all parties hereto.

Any waivers or amendments shall be effective only if made in writing and signed by each representative of the respective parties authorized to bind the parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Addendum on the day and year first indicated above.

Severan Corporation

By: 

Name: Joseph P. Proko

Title: Secretary and Treasurer

Address: 255 Gordon Drive, Exton, PA 19341

Derry Street Properties, Inc.

By: 

Name: Michael J. Petrelia, Jr.

Title: President

Address: 120 E. Uwchlan Ave., Exton, PA 19341

FHA Holding Company

By: 

Name: Alexander Bratic

Title: President

Address: 120 E. Uwchlan Ave., Exton, PA 19341